

ZB# 85-41

Thomas Lucas

19-4-99

85-41-Lucas, Thomas - area variances.

Prelim.

11/25/85.

Public Hearing:

12/9/85

Notice to Sentinel

11/25/85.

Area
Variances
Granted
on 12/9/85.

General Receipt

7152

TOWN OF NEW WINDSOR

555 Union Avenue

New Windsor, N. Y. 12550

Dec. 16, 1985

Received of Thomas Lucas / Phil De Robertis \$ 25.00

Twenty-five and 00/100 DOLLARS

For 3BA Application Fee (85-41)

DISTRIBUTION

FUND	CODE	AMOUNT
<u>Cash</u>		<u>25.00</u>

By Pauline B. Townsend SH

Town Clerk

Title

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCES

PHILIP T. DE ROBERTIS/THOMAS LUCAS

#85-41.

-----X

WHEREAS, PHILIP T. DE ROBERTIS, (owner) 36 Sycamore Gardens, New Windsor, New York 12550, and THOMAS LUCAS, (contract purchaser), 8 Locust Avenue, New Windsor, New York, have made application before the Zoning Board of Appeals for area variances for the purpose of:

Construction of a residential dwelling with insufficient lot area, lot width, side yard and street frontage;

in an R-4 zone.

WHEREAS, a public hearing was held on the 9th day of December, 1985 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant LUCAS appeared in behalf of himself; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant proposes to construct a two-story/one family residential dwelling in an R-4 zone.

3. The evidence presented by the applicant shows that the proposed building lot is 50 ft. by 150 ft.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will encounter practical difficulty if the area variances requested are not granted since applicant cannot obtain additional land within which to construct the dwelling.

2. The requested variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood since it is residential in nature.

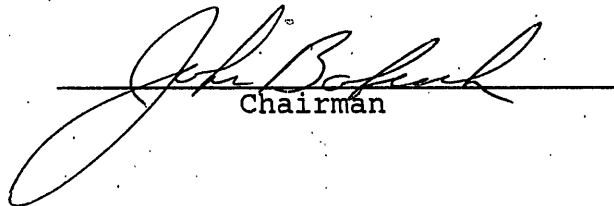
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT: (1) 7,500 s.f. lot area, (2) 50 ft. lot width, and (3) 7 sideyard and 10 ft. frontage in accordance with plans submitted at public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 27, 1986.


Chairman

Pst

PUBLIC NOTICE OF
HEARING BEFORE
ZONING BOARD OF
APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 41

Request of Thomas Lucas/Phil DeRobertis for a VARIANCE of the regulations of the Zoning Ordinance to permit placement of a modular home with insufficient lot area, lot width, side yard and street frontage

being a VARIANCE of Section 48-12 Table of Bulk Regs. Cols. 4, 5, 7 & 9 for property situated as follows:

113 Cedar Avenue, New Windsor, New York, known and designated as Section 19 Blk 4, Lot 99

SAID HEARING will take place on the 9th day of December 1985 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock p.m.

DANIEL P. KONKOL

Chairman

By: Patricia Delio

Secretary

State of New York

County of Orange, ss:

Everett W. Smith, being duly sworn

disposes and says that he is

Publisher of the E.W. Smith

Publishing Company, Inc. publisher

of The Sentinel, a weekly newspaper

published and of general circulation

in the Town of New Windsor, and that

the notice of which the annexed is

a true copy was published ONCE

in said newspaper, commencing on

the 27th day of November A.D., 1985

and ending on the 27th day of November

A.D. 1985

Subscribed and shown to before me

this 29th day of Jan., 1986.

Patricia Delio

Notary Public of the State of New York
County of Orange.

My commission expires 3/30/87

PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1987.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

December 11, 1985

1763

Mr. Thomas Lucas
8 Locust Avenue
New Windsor, N. Y. 12550

RE: APPLICATION FOR VARIANCES - LUCAS/DE ROBERTIS
#85-41

Dear Mr. Lucas:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to GRANT the above request for area variances at the December 9, 1985 meeting.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia Delio".

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector
Planning Board



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

30

- ✓ Ellingsen, Henry & Rosemary
125 Cedar Avenue
New Windsor, NY 12550
- ✓ Rogers, Howard P., Jr. & Doris M.
123 Cedar Avenue
New Windsor, NY 12550
- ✓ Marshall, Anthony & Rita
121 Cedar Avenue
New Windsor, NY 12550
- ✓ Town of New Windsor
555 Union Avenue
New Windsor, NY 12550
- ✓ Metzger, Margaret L.
119 Cedar Avenue
New Windsor, NY 12550
- ✓ Casey, Justine & John
117 Cedar Avenue
New Windsor, NY 12550
- ✓ Spreer, David C. & Nancy M.
115 Cedar Avenue
New Windsor, NY 12550
- ✓ Hall, Wayne Al. & Audrey
113 Cedar Avenue
New Windsor, NY 12550
- ✓ St. Francis Church
145 Benkard Avenue
Newburgh, NY 12550
- ✓ Forte, Gioavanne
31 Willow Parkway
New Windsor, NY 12550
- ✓ Lucas, Michael D. & Arlene J.
55 Melrose Avenue
New Windsor, NY 12550
- ✓ Miele, Agostino & Frank & Olga
RD #6, Highland Drive
Carmel, NY 12512
- ✓ Chivattoni, Anthony G. & Ann H.
9 Hickory Avenue
Newburgh, NY 12550
- ✓ Kuzminski, Michael & Mary R.
5 Hickory Avenue
New Windsor, NY 12550
- ✓ Quicksell, Donald E. & Chin S.
122 Cedar Avenue
New Windsor, NY 12550
- ✓ Gayton, John & Peter & Carol A.
124 Cedar Avenue
New Windsor, NY 12550
- ✓ Cedar Avenue Association
c/o John Lease
360 Broadway
Newburgh, NY 12550
- ✓ Versusky, John & Julia
108 Cedar Avenue
New Windsor, NY 12550
- ✓ Perrone, Frank & Constance
11 Locust Avenue
New Windsor, NY 12550
- ✓ Farbent, Floyd M. & Margaret M.
9 Locust Avenue
New Windsor, NY 12550
- ✓ Delpup, John & Margaret C.
5 Locust Avenue
New Windsor, NY 12550
- ✓ Lake, Andrew & Julia M.
112 Cedar Avenue
New Windsor, NY 12550



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

✓ Panarello & Associates, Inc.
257 N. Plank Rd.
Newburgh, NY 12550

✓ Crudele, Nicandro & Anna
116 Cedar Avenue
New Windsor, NY 12550

✓ Cherry, Ruth S.
118 Cedar Avenue
New Windsor, NY 12550

✓ Thompson, Anna
6 Hickory Avenue
New Windsor, NY 12550

✓ Gastka, William P. & Mary L.
8 Hickory Avenue
New Windsor, NY 12550

✓ Chivattoni, Frank J., Sr. &
Charlotte
10 Hickory Avenue
New Windsor, NY 12550

✓ Brune, Frederick J. & Roberta M.
12 Hickory Avenue
New Windsor, NY 12550

Brower, Elizabeth
14 Hickory Avenue
New Windsor, NY 12550

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-41

Date: 11/25/85

I. Applicant Information:

- (a) PHIL DE ROBERTIS, Sycamore Gardens, New Windsor, NY x
(Name, address and phone of Applicant) (Owner)
(b) THOMAS LUCAS, JR., 8 Locust Ave., New Windsor, N.Y.
(Name, address and phone of purchaser or lessee)
(c) -
(Name, address and phone of attorney)
(d) -
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
☒ Area Variance ☐ Special Permit

III. Property Information:

- (a) R-4 Cedar Avenue, New Windsor 19-4-99 50 x 150
(Zone) (Address) (S B L) (Lot size)
(b) What other zones lie within 500 ft.? _____
(c) Is a pending sale or lease subject to ZBA approval of this application? yes
(d) When was property purchased by present owner? 10/30/84
(e) Has property been subdivided previously? no When? _____
(f) Has property been subject of variance or special permit previously? no When? -
(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a

IV. ~~Use Variance:~~

- ~~(a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____~~

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Col. 4, 5, 7 & 9.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>15,000 s.f.</u>	<u>7,500 s.f.</u>	<u>7,500 s.f.</u>
Min. Lot Width <u>100 ft.</u>	<u>50 ft.</u>	<u>50 ft.</u>
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. <u>15 / 15 ft.</u>	<u>15 / 8 ft.</u>	<u>15 / 7'</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* <u>60 ft.</u>	<u>50 ft.</u>	<u>10 ft.</u>
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

The building lot has been in existence for a number of years. There is no other land available to purchase in order for applicant to meet the required bulk regulations. Therefore, unless applicant can use the land for which it is zoned, it will be a practical difficulty for said applicant.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant intends to construct a modular home on the property in question. The residential dwelling will conform to the other dwellings in the neighboring area in that it will be a one-family home of attractive construction.

IX. Attachments required:

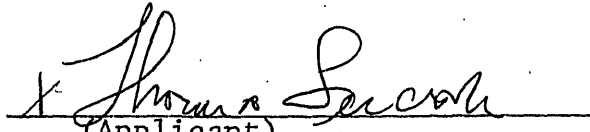
- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ n/a Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date November 27, 1985

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant)
THOMAS LUCAS, Contract Purchaser

Sworn to before me this

27th day of November, 19 85


PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 6970775
Qualified in Orange County
Commission Expires March 30, 1987

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
- Special Permit is _____.
- (c) Conditions and safeguards: _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

6'x5.3 5.6 20'x100'

1456 sq ft

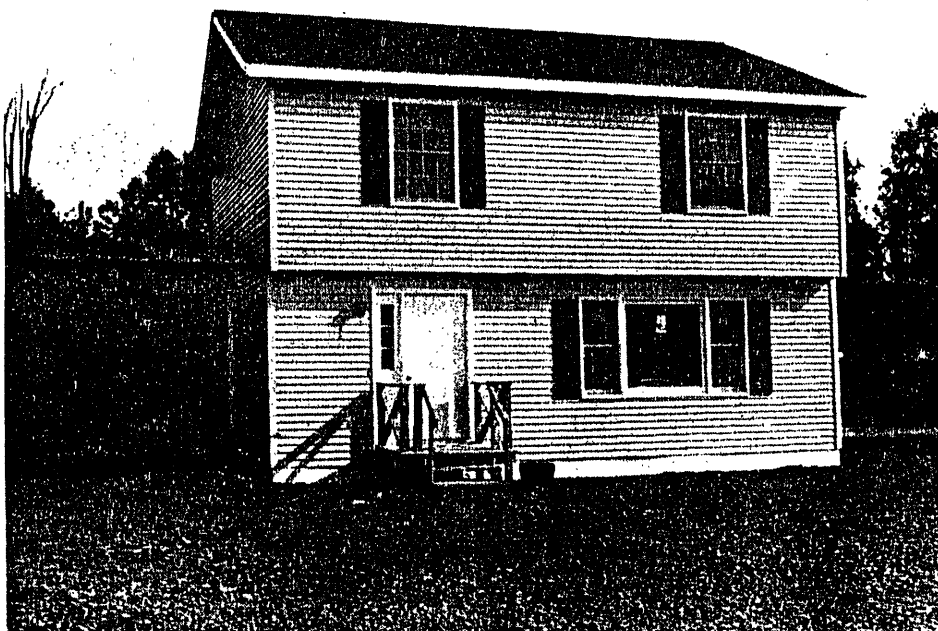
NEWBURGH LOCATION

BEDFORD MODEL (2-Story Colonial)

25/27 X 28 (1456 sq.ft.)

- Additional Floor Plans Available -

25



25

Additional Features (included in price)

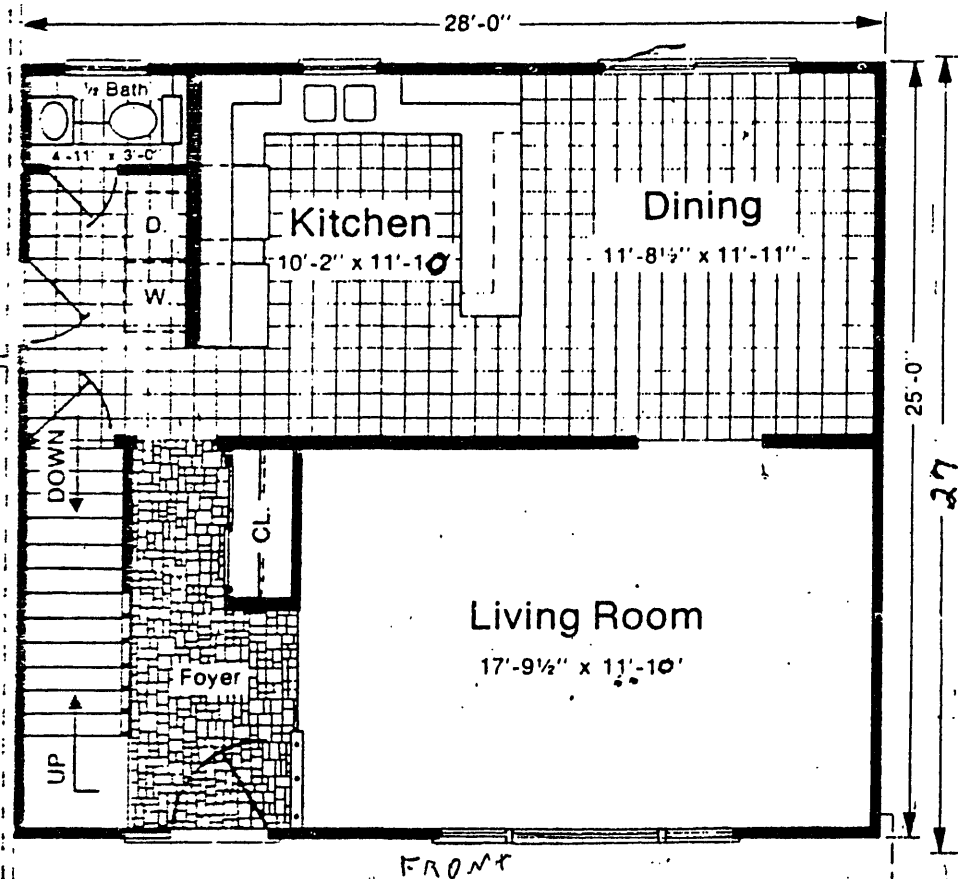
Hardwood Floor
French Door
Colonial Inserts in Windows

ADDITIONAL FEATURES CAN BE APPLIED TO ANY MODEL

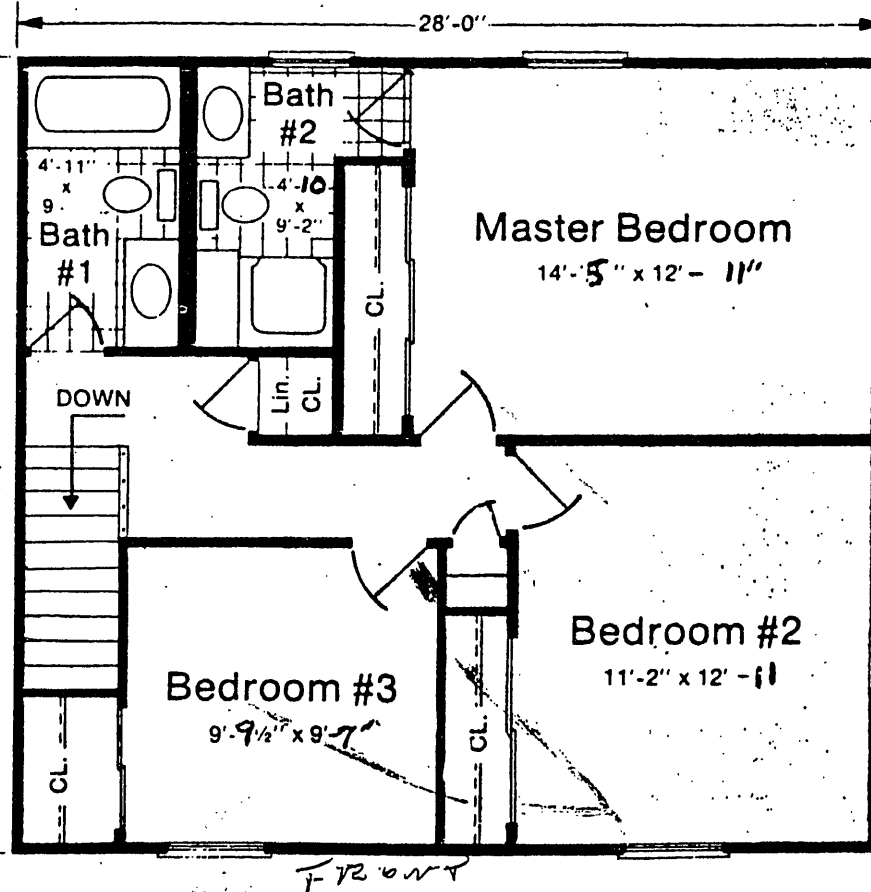
ALL MODELS CAN BE EXTENDED UP TO 60 FT.

BEDFORD FLOOR PLAN

FIRST



SEC



LAW OFFICES OF
GREENBLATT & AXELROD, P. C.

369 FULLERTON AVENUE
P.O. BOX 2275
NEWBURGH, NEW YORK 12550-0641

SEYMOUR GREENBLATT
ALAN J. AXELROD
RICHARD GREENBLATT
JAMES W. WINSLOW

TELEPHONE
(914) 562-0500

December 3, 1985

Town of New Windsor
Zoning Board
555 Union Avenue
New Windsor, NY 12550

RE: DeRobertis to Lucas
Our File #7941

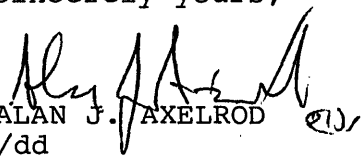
Attn: Patricia Delio

Dear Ms. Delio:

Enclosed please find one fully executed contract of sale relative to the above matter which I believe is scheduled before the Zoning Board on December 16, 1985. I am representing Mr. Lucas in his purchase of this property.

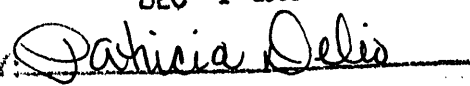
If you have any questions, please feel free to contact me.

Sincerely yours,


ALAN J. AXELROD
/dd
Encl.

RECEIVED
ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR

DEC 4 1985

BY: 

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 41

Request of THOMAS LUCAS /PHIL DE ROBERTIS

for a VARIANCE ~~SPECIAL PERMIT~~ of

the regulations of the Zoning Ordinance to
permit placement of a modular home with

insufficient lot area, lot width, side yard
and street frontage,

/being a VARIANCE ~~SPECIAL PERMIT~~ of

Section 48-12 - Table of Bulk Regs., Cols. 4, 5, 7 & 9.

for property situated as follows:

On Cedar Avenue, New Windsor, N. Y.,

known and designated as Section 19-Blk. 4, Lot 99.

SAID HEARING will take place on the 9th day of
December, 1985, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

DANIEL P. KONKOL,
Chairman

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the 18th day of October, 19 85
PARTIES: BETWEEN PHILIP T. DE ROBERTIS

Address: 36 Sycamore Gardens, New Windsor, New York

hereinafter called "SELLER", who agrees to sell:

and THOMAS LUCAS, JR.

Address: Locust Avenue, New Windsor, New York

PREMISES: hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: Cedar Avenue, New Windsor, New York

Tax Map Designation: Section 19, Block 4, Lot 9

Together with SELLER's interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL
PROPERTY:

~~The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, Venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall-to-wall carpeting.~~

~~Excluded from this sale are: Furniture and household furnishings.~~

1. (a) The purchase price is

\$ 9,500.00

Payable as follows:

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

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~~Excluded from this sale are: Furniture and household furnishings.~~

1. (a) The purchase price is \$ 9,500.00

Payable as follows:

On the signing of this contract, by check subject to collection: 950.00

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 8,550.00

~~(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.~~

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

EXISTING
MORTGAGES:

~~2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:~~

Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year,
presently payable _____ in installments of \$ _____, which include principal, interest,
and with any balance of principal being due and payable on _____

~~SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to
require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.~~

ACCEPTABLE
FUNDS:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars.
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER, duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ _____) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO"
PROVISIONS:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, awnings, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts as an accurate survey may reveal provided title is not rendered unmarketable thereby.

TITLE
COMPANY
APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as _____ any title company which is _____, a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING
DEFINED
AND
FORM OF
DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale with Covenant against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

CLOSING
DATE AND
PLACE:

7. CLOSING will take place at the office of William J. Haft, 298 Main Street, Highland Falls, New York at 10:00 A. M. o'clock within two weeks of the purchaser obtaining a building permit for the premises.

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale ~~which is not~~

~~and SELLER agrees to pay the fee for the commission to work thereby (no intent to repeat agreement)~~

STREETS
AND
ASSIGN-
MENT OF
UNPAID
AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of and adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S
CERTIFICATE
LETTER AS
TO EXISTING
MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE
WITH STATE
AND
MUNICIPAL

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

ACCEPTABLE FUNDS:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars.
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER or duly endorsed PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO" PROVISIONS:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents to the erection of structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, awnings, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts as an accurate survey may reveal provided title is not rendered unmarketable thereby.

TITLE COMPANY APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as any title company which is , a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale with Covenant against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 12 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution, and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

CLOSING DATE AND PLACE:

7. CLOSING will take place at the office of William J. Haft, 298 Main Street, Highland Falls, New York at 10:00 A. M. o'clock within two weeks of the purchaser obtaining a building permit for the premises.

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale ~~which is not~~

~~xxx SELLER agrees to pay the commission to the broker who is to be paid by the purchaser at the time of closing xxx~~

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S CERTIFICATE LETTER AS TO EXISTING MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274 of the Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE WITH STATE AND MUNICIPAL DEPARTMENT VIOLATIONS AND ORDERS:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that would disclose these matters.

OMIT IF THE PROPERTY IS NOT IN THE CITY OF NEW YORK:

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to closing and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

INSTALLMENT

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered as one sum payable at the time of CLOSING.

This Indenture,

Made the 1st day of October, Nineteen
Hundred and eighty-four.

Between Herbert Spevak, residing at 200 Lake Street,
Newburgh, New York

as Executor the last Will and Testament of

late of Abraham Spevak

, deceased, party of the first part,

and Philip T. DeRobertis, residing at 36 Sycamore Gardens, New
Windsor, New York

, part Y of the second part:

Witnesseth, That the part Y of the first part, by virtue of the power and authority to
given in and by said last Will and Testament, and in consideration of

Eight Thousand (\$8,000.00) ----- Dollars,
lawful money of the United States,

part, do es hereby grant and release unto the part Y of the second
his distributees or successors paid by the part Y of the second
and assigns forever,

All

See Schedule A, annexed hereto and made a
part hereof.

SECT 19 BLK 4 LOT 99

Hundred and eighty-four.

Between Herbert Spevak, residing at 200 Lake Street,
Newburgh, New York

as Executor

the last Will and Testament of

late of Abraham Spevak

, deceased, party of the first part,

and Philip T. DeRobertis, residing at 36 Sycamore Gardens, New
Windsor, New York

, party of the second part:

Witnesseth, That the party of the first part, by virtue of the power and authority to
given in and by said last Will and Testament, and in consideration of

Eight Thousand (\$8,000.00) ----- Dollars,
lawful money of the United States,

part, do es hereby grant and release unto the party of the second
his distributees or successors paid by the party of the second
and assigns forever,

All

See Schedule A, annexed hereto and made a
part hereof.

SECT 19 BLK 4 LOT 99

EXHIBIT A

All that certain plot, piece or parcel of land lying and being in the Town of New Windsor, Orange County, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the easterly line of Cedar Avenue, said point being 170 feet southerly from the line dividing the lands of St. Francis Parish and lands of New Windsor Land Company Inc., and running thence South 54 degrees 48" east 150 feet to a point in the westerly line of lands belonging to St. Francis Parish thence along the line of said lands South 35 degrees 12' West 50 feet to a point at the southeasterly corner of Lot No. 28 as shown and laid down on said map; thence, along the line of said Lot No. 28 North 54 degrees 48' West 150 feet to the easterly line of Cedar Avenue; thence along said line of Cedar Avenue North 35 degrees 12' East 150 feet to the point or place of BEGINNING.

Said parcel as hereby described being Lot No. 29 on said map.

BEING portions of the lands heretofore conveyed to the New Windsor Land Company, Inc. by Elizabeth Corley and Hattie Corley Walsh, by deed dated May 20th, 1940, and recorded in the Orange County Clerk's Office on June 6, 1940, in Liber 838 of Deeds, at page 508.

The New Windsor Land Company, Inc. reserves for itself, its successors or assigns, the right of easement of running water mains, telephone and electric light lines across the rear of said premises within two feet of the lot line either below ground or upon poles.

The aforesaid premises are conveyed subject to the following conditions and covenants which shall run with the title to the lands hereby conveyed forever; and which the party of the second part covenants and agrees to keep;

FIRST: That neither the said party of the second part nor his heirs or assigns shall or will erect upon any portion of the aforesaid premises any building, excepting a private automobile garage as provided in the next paragraph, other than a detached dwelling house costing not less than \$2500.00, and the first floor of said dwelling, when so erected, shall have an area of not less than 600 square feet and such dwelling shall not be constructed of exposed concrete blocks above the foundation thereof.

SECOND: That neither the party of the second part, nor his heirs or assigns, shall or will erect more than one such dwelling and a private automobile garage, large enough to accommodate not more than two automobiles on any one lot as laid out on the aforesaid map provided that every part of such garage when erected shall be at the rear of the dwelling house and that no portion of said garage shall be closer to the road or street than is the rear of the dwelling house and in the case of a corner lot, no portion of said garage shall be closer than 30 feet to the line of the street at the side of said lot.

THIRD: That neither the party of the second part, nor this heirs or assigns, shall or will build a garage in the basement of any dwelling or permit the basement of any dwelling to be used as a garage without the written permission of the New Windsor Land

point being 170 feet southerly from the line dividing the lands of St. Francis Parish and lands of New Windsor Land Company Inc., and running thence South 54 degrees 48" east 150 feet to a point in the westerly line of lands belonging to St. Francis Parish thence along the line of said lands South 35 degrees 12' West 50 feet to a point at the southeasterly corner of Lot No. 28 as shown and laid down on said map; thence, along the line of said Lot No. 28 North 54 degrees 48' West 150 feet to the easterly line of Cedar Avenue; thence along said line of Cedar Avenue North 35 degrees 12' East 150 feet to the point or place of BEGINNING.

Said parcel as hereby described being Lot No. 29 on said map.

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FIRST: That neither the said party of the second part nor his heirs or assigns shall or will erect upon any portion of the aforesaid premises any building, excepting a private automobile garage as provided in the next paragraph, other than a detached dwelling house costing not less than \$2500.00, and the first floor of said dwelling, when so erected, shall have an area of not less than 600 square feet and such dwelling shall not be constructed of exposed concrete blocks above the foundation thereof.

SECOND: That neither the party of the second part, nor his heirs or assigns, shall or will erect more than one such dwelling and a private automobile garage, large enough to accommodate not more than two automobiles on any one lot as laid out on the aforesaid map provided that every part of such garage when erected shall be at the rear of the dwelling house and that no portion of said garage shall be closer to the road or street than the rear of the dwelling house and in the case of a corner lot, no portion of said garage shall be closer than 30 feet to the line of the street at the side of said lot.

THIRD: That neither the party of the second part, nor this heirs or assigns, shall or will build a garage in the basement of any dwelling or permit the basement of any dwelling to be used as a garage without the written permission of the New Windsor Land Company, Inc.

FOURTH: That neither the party of the second part, nor his heirs or assigns, shall or will erect or permit upon any part of said premises any dwelling the front foundation wall of which is less than 30 feet or more than 35 feet from the line of the street on which the lot fronts, and the nearest side foundation wall of which is less than 20 feet from the line of any side street.

SCHEDULE A

FIFTH: That neither the party of the second part nor his heirs or assigns, shall or will manufacture or sell or cause to permit to be manufactured or sold on any portion of the premises hereby conveyed any goods or merchandise of any kind and will not carry on or permit to be carried on any part of said premises any trade or business whatsoever without the consent of the New Windsor Land Co., Inc.

SIXTH: That no public or private nuisance shall be maintained on said premises, and a nuisance shall be construed to cover any premises which are unsightly, which are not in keeping with, and which are a detriment to the general appearance of the neighborhood. In this connection, the storage of any object or material on the premises shall be considered a nuisance.

SEVENTH: That neither the party of the second part, nor his heirs or assigns, shall keep or permit any animals or birds, excepting an ordinary and reasonable number of household pets upon the property hereby conveyed.

EIGHTH: No trailer, basement, tent, garage, or other out-building erected on said premises shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be erected or used as a residence.

NINTH: No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants, or a different race domiciled with an owner or tenant.

TENTH: That neither the part of the second part, nor his heirs or assigns, shall or will cause or permit to be erected any fences except hedge rows or shrubbery upon or along the lines of the above described premises, which fences are designed for or serve the purpose of division fences.

ELEVENTH: That said premises are sold and conveyed to the party of the second part, his heirs and assigns, subject to the provision that, when constructed, the well shall be located and sewage disposal system installed as shown on the map entitled Wood-lawn Park (revised) bearing the approval of the New York State Department of Health under date of October 25, 1941, pursuant to Section 89 of the Public Health Law.

TWELFTH: That said premises are sold and conveyed to the party of the second part, his heirs and assigns, subject to all lawful rules, regulations, conditions and restrictions of the Town, County, State and Federal Governments.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants are to run with the land except, however, that the above covenants and restrictions, or any of them, may be altered or annulled at any time by written agreement by and between the New Windsor Land Co., Inc., its successors or assigns and the owner for the time being of any parcel upon which it is mutually agreed to alter or annul said covenant or restrictions, and such agreement shall be effectual to alter or annul said covenants and restrictions as to said premises without the consent of the owner or owners, of any adjacent premises. Nothing herein contained shall be construed nor shall there be any obligation upon the party

SIXTH: That no public or private nuisance shall be maintained on said premises, and a nuisance shall be construed to cover any premises which are unsightly, which are not in keeping with, and which are a detriment to the general appearance of the neighborhood. In this connection, the storage of any object or material on the premises shall be considered a nuisance.

SEVENTH: That neither the party of the second part, nor his heirs or assigns, shall keep or permit any animals or birds, excepting an ordinary and reasonable number of household pets upon the property hereby conveyed.

EIGHTH: No trailer, basement, tent, garage, or other out-building erected on said premises shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be erected or used as a residence.

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BEING the same premises conveyed by the New Windsor Land Co., Inc., to Abraham Spevak by deed dated August 1, 1942, and recorded in the Orange County Clerk's Office on August 7, 1942, in Liber 891 of Deeds at page 282.

Together with the appurtenances, and also all the estate which said Testator had at the time of his decease in said premises, And also the estate therein, which the party of the first part has or had power to convey or dispose of, whether individually, or by virtue of said Will or otherwise,


To have and to hold the premises herein granted unto the party of the second part, his distributees or successors and assigns forever.

And the party of the first part covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And The grantor, in compliance with Section 13 of the Lien Law, covenants as follows: That he will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that he will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part

In presence of


Herbert Spevak, as Executor
of the Estate of Abraham
Spevak, deceased.

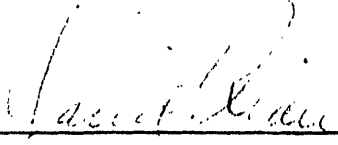
State of New York

County of Orange

ss.:

On the 26th day of September, nineteen hundred and eighty-four before me personally came Herbert Spevak, Executor of the Estate of Abraham Spevak, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

DAVID L. RIDER
Notary Public in the State of New York
Residence on Appointment, Orange County
My Commission Expires March 31, 1986



State of

County of

ss.:

On the

day of

, nineteen hundred and


, before me personally came

And the party of the first part covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And The grantor, in compliance with Section 13 of the Lien Law, covenants as follows: That he will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that he will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part

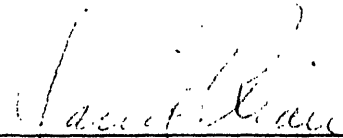
In presence of


Herbert Spevak, as Executor
of the Estate of Abraham
Spevak, deceased.

State of New York County of Orange ss.:

On the 26th day of September, nineteen hundred and eighty-four before me personally came Herbert Spevak, Executor of the Estate of Abraham Spevak, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

DAVID L. RIDER
Notary Public in the State of New York
Residence on Appointment, Orange County
My Commission Expires March 30, 1986



State of County of ss.:

On the day of, nineteen hundred and, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides in
that he is the of

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of of said corporation; and that he signed his name thereto by like order.

Deed.

ESTATE OF ABRAHAN SPEVAK,
Herbert Spevak, Executor
TO

Philip T. DeRobertis

Dated, October 1, 19 84

R + R:

LAW OFFICE
WILLIAM J. HAFT
298 MAIN STREET, P.O. BOX 274
HIGHLAND FALLS N.Y. 10928

APPORTION-
MENTS:

13. The following are to be apportioned as of midnight of the day before the day of CLOSING.

~~(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.~~

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceeding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

WATER
METER
READINGS:
ALLOWANCE
FOR UNPAID
TAXES, ETC.:

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

SE OF
PURCHASE
PRICE TO PAY
NCUM-
RANCES:

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

AFFIDAVIT
SHOWING
JUDGMENTS
AND BANKRUPT-
CIES:

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

DEED
TRANSFER
AND
RECORDING
TAXES:

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

PURCHASER'S
LIEN:

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

SELLER'S
LIABILITY
ON
CONVEY
COMMITMENT
F
LIABILITY:

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

CONDITION
OF
PROPERTY:

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract; and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

ENTIRE
AGREEMENT:

21. PURCHASER has inspected the land on the PREMISES ~~and the personal property included in this sale~~ and is thoroughly acquainted with its condition. PURCHASER agrees to purchase it "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect it before CLOSING.

CHANGES
MUST BE IN
WRITING:

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

SINGULAR
TERMS
AND
CONDITIONS:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. The down payment made hereunder will be held in escrow by the seller's attorney pending the closing of title.

26. Subject to the purchaser being able to get a building permit for a residence on the premises. In the event the purchaser is unable to get a building permit by May 1, 1986, either party shall have the option to terminate this transaction.

METER
READINGS:
ALLOWANCE
OR UNPAID
TAXES, ETC.:

SE OF
PURCHASE
PRICE TO PAY
NCUM-
RANCES:

AFFIDAVIT
STO
JUDGMENTS
AND KRUPT-
LIES:

DEED
TRANSFER
AND
RECORDING
TAXES:

PURCHASER'S
LIEN:

SELLER'S
LIABILITY
ON
CONVEY
AND
IMPOSITION
F
LIABILITY:

CONDITION
OF
PROPERTY:

ENTIRE
AGREEMENT:

CHANGES
MUST BE IN
WRITING:

SINGULAR
AND
PLURAL:

IF THERE BE A WATER METER ON THE PREMISES, SELLER SHALL FURNISH A READING TO A DATE NOT MORE THAN THIRTY (30) DAYS BEFORE CLOSING DATE AND THE UNFIXED METER CHARGE AND SEWER RENT, IF ANY, SHALL BE APPORTIONED ON THE BASIS OF SUCH LAST READING.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract; and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

21. PURCHASER has inspected the land on the PREMISES ~~and the personal property included in this sale~~ and is thoroughly acquainted with its condition. PURCHASER agrees to purchase it "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect it before CLOSING.

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

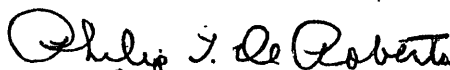
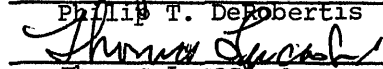
23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. The down payment made hereunder will be held in escrow by the seller's attorney pending the closing of title.

26. Subject to the purchaser being able to get a building permit for a residence on the premises. In the event the purchaser is unable to get a building permit by May 1, 1986, either party shall have the option to terminate this transaction.

In Presence Of:


Philip T. DeRobertis

Thomas Lucas, Jr.

OVER

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of
the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order
of the board of directors of said corporation, and that he
signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in
and who executed the foregoing instrument in the partnership
name, and said

duly acknowledged that he executed the foregoing instrument
for and on behalf of said partnership.

Closing the title under the within contract is hereby adjourned to
o'clock, at

as of 19

Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

TITLE NO.

From:

To:

PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of
American Title Insurance Company
RETURN BY MAIL TO:

Zip No.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order
of the board of directors of said corporation, and that he
signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19 , before me
personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in
and who executed the foregoing instrument in the partnership
name, and said

duly acknowledged that he executed the foregoing instrument
for and on behalf of said partnership.

Closing the title under the within contract is hereby adjourned to
o'clock, at

as of 19

Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

TITLE NO.

From:

To:

PREMISES

Section

Block

Lot

County or Town

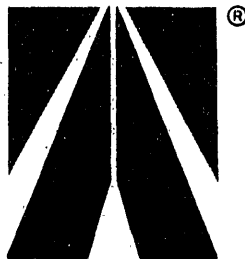
Street Numbered Address

Recorded At Request of
American Title Insurance Company
RETURN BY MAIL TO:

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



**american title
insurance company**

12/9/85 Public Hearing: Lucas/DeRobertis

<u>Name:</u>	<u>Address:</u>
Gudrey Hall	113 Cedar Ave
Henry DeRobertis	125 Cedar Ave
Rosemary Ellington	125 Cedar Ave
Anthony Marshall	121 Cedar Ave

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 11/26/, 1985

To PHILIP DE ROBERTIS (owner)

Sycamore Drive

New Windsor, NY

PLEASE TAKE NOTICE that your application dated 11/26/, 1985

for permit to BUILD 3 BEDROOM HOME

at the premises located at EAST CEDAR AVENUE 650 FEET
FROM THE INTERSECTION OF UNION AVENUE

is returned herewith and disapproved on the following grounds:

MIN LOT AREA - 15,000 FT PROPOSED 7,500 FT VARIANCE

OF 7,500 FT LOT WITH 100 FT PROPOSED 50 FT

VARIANCE 50 FT SIDE YD 15/15 PROPOSED 15/8

VARIANCE OF 7' REQD STREET FRONTAGE 60 FT PROPOSED
50' VARIANCE OF 10'

Michael Bullock

Building Inspector

Requirements	Proposed or Available	Variance Request
1 Min. Lot Area <u>15,000</u>	<u>7,500</u>	<u>7,500</u>
2 Min. Lot Width <u>100'</u>	<u>50'</u>	<u>50'</u>
Reqd. Front Yd.		

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 11/26/, 1985To PHILIP DE ROBERTIS (owner)Sycamore DriveNew Windsor, NYPLEASE TAKE NOTICE that your application dated 11/26/, 1985for permit to BUILD 3 BEDROOM HOMEat the premises located at EAST CEDAR AVENUE 650 FEET
FROM THE INTERSECTION OF UNION AVENUE

is returned herewith and disapproved on the following grounds:

MIN. LOT AREA - 15,000 FT. PROPOSED 7,500 FT. VARIANCEOF 7,500 FT. LOT WITH 100 FT. PROPOSED 50 FT.VARIANCE 50 FT. SIDE YD 15/15 PROPOSED 15/8VARIANCE OF 7' REQD STREET FRONTAGE 60 FT PROPOSED
50' VARIANCE OF 10'

Building Inspector

Requirements	Proposed or Available	Variance Request
1 Min. Lot Area <u>15,000</u>	<u>7,500</u>	<u>7,500</u>
2 Min. Lot Width <u>100'</u>	<u>50'</u>	<u>50'</u>
Reqd. Front Yd.		
3 Reqd. Side Yd. <u>15' 15'</u>	<u>15' 18'</u>	<u>7'</u>
Reqd. Rear Yd.		
4 Reqd. Street Frontage* <u>60'</u>	<u>50'</u>	<u>10'</u>
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>7%</u>	<u>7%</u>	<u>7%</u>
Floor Area Ratio**		

* Residential Districts only (A)

** Non-residential districts only

Name of Owner of Premises ... Thomas Lucas Jr.

Address... 6 Locust Avenue, New Windsor, N.Y. Phone 561-7844

Name of Architect... Modular Home... ..

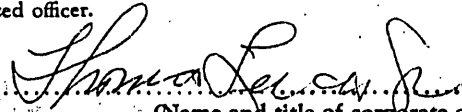
Address... .. Phone

Name of Contractor ... Thomas Lucas Jr.

Address... 6 Locust Avenue... .. Phone 561-7844

State whether applicant is owner, lessee, agent, architect, engineer or builder. Owner & Builder

If applicant is a corporation, signature of duly authorized officer.


(Name and title of corporate officer)

1. On what street is property located? On the East side of Cedar Avenue
(N. S. E. or W.)

and 650 feet from the intersection of Union Avenue North

2. Zone or use district in which premises are situated Residential

3. Tax Map description of property: Section 19-4-99 Block Lot 99

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy b. Intended use and occupancy 3 bedroom home

5. Nature of work (check which applicable): New Building ☒ Addition..... Alteration..... Repair..... Removal.....
Demolition..... Other.....

6. Size of lot: Front 50' Rear 50' Depth 150' Front Yard 35' Rear Yard 71' Side Yard S 15' - N 11' 7"

Is this a corner lot? no

7. Dimensions of entire new construction: Front 23.5' Rear 23.5' Depth 44' Height 20' Number of stories 1

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1

Number of bedrooms 3 Baths 1 1/2 Toilets 2

Heating Plant Gas..... Oil..... Electric ☒ /Hot Air..... Hot Water.....

If Garage, number of cars 0

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use

10. Estimated cost \$40,000 Fee
(to be paid on filing this application)

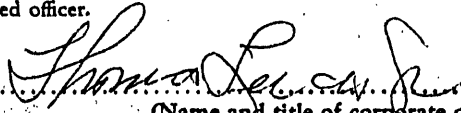
Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be re-inspected after correction.

Name of Contractor ...Thomas..Lucas..Jr.....
Address.....6..Locust..Avenue.....Phone ..561-7844.....
State whether applicant is owner, lessee, agent, architect, engineer or builder..Owner & Builder.....
If applicant is a corporation, signature of duly authorized officer.


(Name and title of corporate officer)

1. On what street is property located? On the...East...side of..Cedar Avenue
(N. S. E. or W.)
and ..650.....feet from the intersection of..Union..Avenue..North.....
2. Zone or use district in which premises are situated ..Residential.....
3. Tax Map description of property: Section19-4-99.... Block..... Lot.....99.....
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy b. Intended use and occupancy ..3 bedroom home
5. Nature of work (check which applicable): New Building..X...Addition.....Alteration.....Repair.....Removal.....
Demolition.....Other.....
6. Size of lot: Front..50' Rear..50' Depth150' Front Yard35' Rear Yard71' Side YardS...15' - N. 11' 7"
Is this a corner lot?...no
7. Dimensions of entire new construction: Front23'5"Rear23'5"Depth44'.. Height20'.. Number of stories1....
8. If dwelling, number of dwelling units..1.... Number of dwelling units on each floor.1....
Number of bedrooms..3... Baths..1 1/2.. Toilets..2....
Heating Plant / Gas..... Oil..... Electric..X.../Hot Air..... Hot Water.....
If Garage, number of cars..0...
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
.....
10. Estimated cost ..\$40,000..... Fee ..
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

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CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-When excavating is complete and footing forms are in place (before pouring).
- 2-Foundation Inspection - check here for waterproofing and footing drains.
- 3-Inspect gravel base under concrete floors, and underslab Plumbing.
- 4-When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5-Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

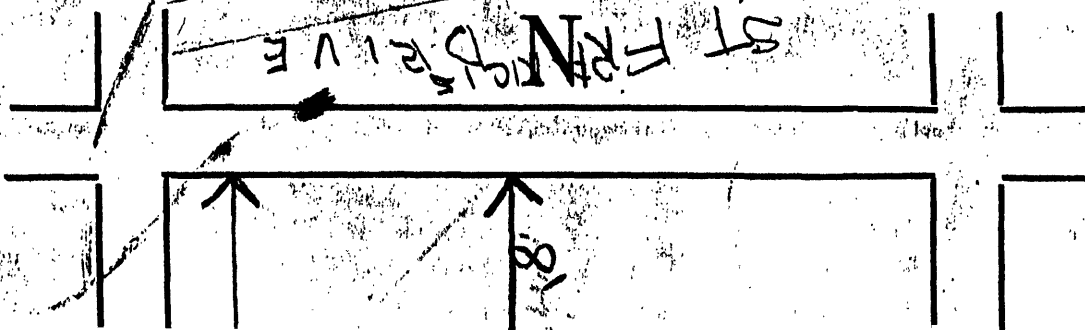
(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

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Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

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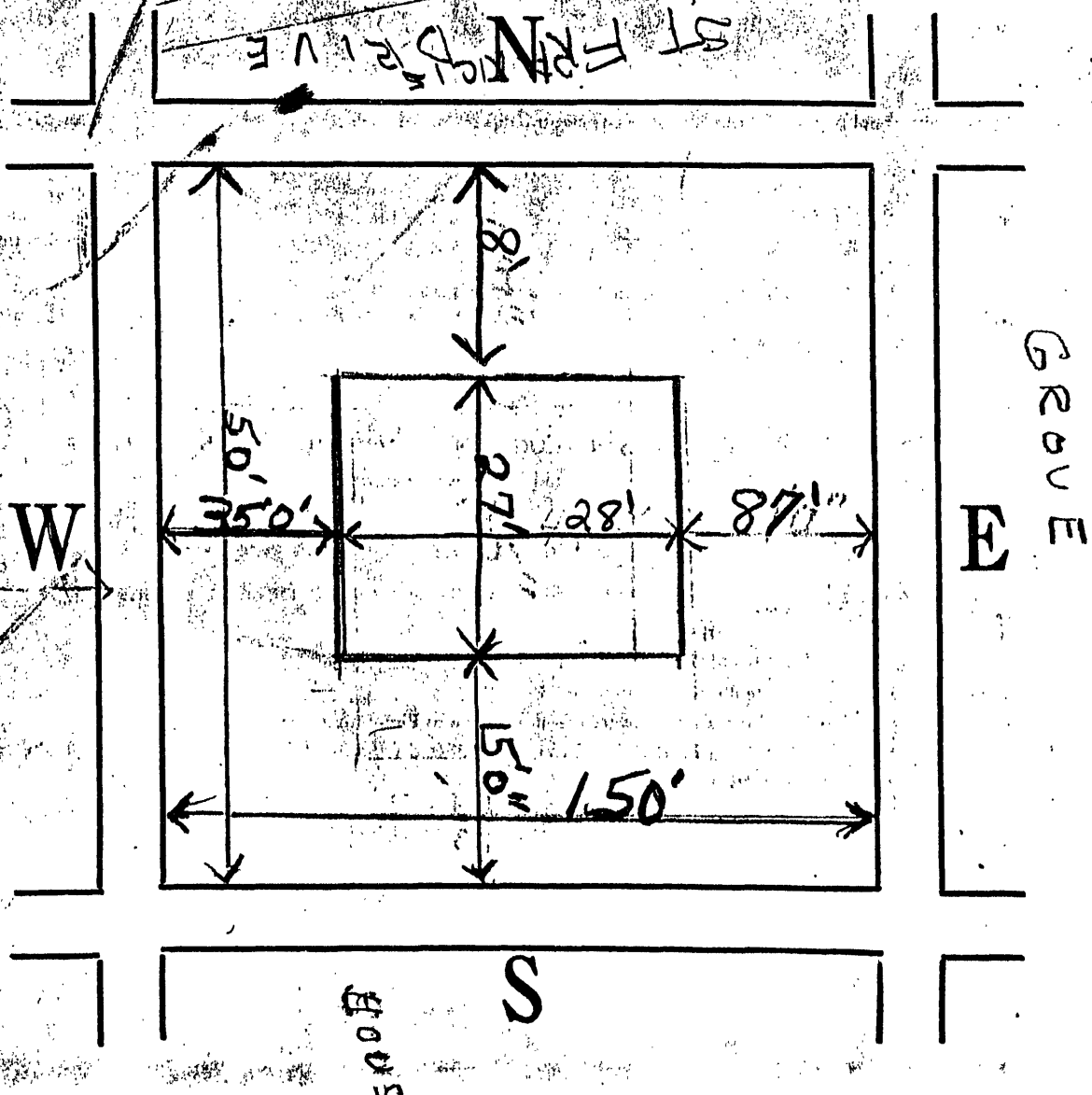
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Thomas L. Smith
(Signature of Applicant)

6 Lonsdale Ave NW 12550
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

RE: PUBLIC HEARING BEFORE THE ZBA - December 9, 1985

DATE: November 27, 1985

Please be advised that the following public hearings will be heard before the Zoning Board of Appeals on the above date:

PETER J. VACCARO/JOANNE MURPHY
PHIL DE ROBERTIS/THOMAS LUCAS

I have attached hereto copies of the pertinent applications together with public hearing notices which were published in The Sentinel.

Patricia Delio, Secretary
Zoning Board of Appeals

/pd

Attachments